

FIRST AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF PROPERTY

WHEREAS, Boeing Realty Corporation, a California corporation, as seller ("**Seller**") and Jackson Yang and Julie Yang, husband and wife (jointly and severally herein, "**Buyer**") entered into that certain Agreement for Purchase of Real Property and Escrow Instructions dated as of October 30, 1999 (the "**Agreement**");

WHEREAS, Buyer desires to remove certain contingencies in favor of Buyer under the Agreement, and has requested that Seller modify the Agreement, as more particularly hereafter set forth; and

WHEREAS, Seller is willing to modify the Agreement, but only on the terms and conditions hereafter set forth;

NOW, THEREFORE, the parties agree as follows:

1. Capitalized terms used herein and not otherwise defined herein shall have the meaning(s) ascribed to same under the Agreement.
2. Buyer acknowledges and agrees that:
 - (a) Buyer hereby removes their condition precedent to Closing under Agreement paragraph 4.2; and
 - (b) Buyer hereby removes their condition precedent to Closing under Agreement paragraph 4.3, and the Feasibility Contingency is hereby irrevocably deemed satisfied in all respects and the Feasibility Period is conclusively deemed expired.

3. Buyer shall within one (1) business day after execution and delivery hereof by Buyer deposit in Escrow the Additional Deposit in the amount of \$75,000.00 required under Agreement Section 3.2.1. Buyer acknowledges and agrees that the Deposit (as increased by the Additional Deposit), together with all interest accrued thereon, shall be nonrefundable Liquidated Damages pursuant to Agreement Section 3.2.1 and 8, and shall be retained by Seller in the event that Buyer breaches the Agreement.

4. Provided that Buyer fully and timely performs its obligations under the Agreement, as amended hereby, Seller agrees to amend the Agreement as follows:

(a) The following is hereby added to the end of Agreement

Section 9.6.2:

"The termination of Seller's obligations under this paragraph 9.6.2 due to Buyer's failure to fully and timely perform its obligations under Section 9.6.1 shall be conditioned upon Seller first notifying Buyer in writing that Seller has determined that Buyer has failed to fully and timely perform and observe each and all of its agreements in paragraph 9.6.1, specifying what obligations Buyer has failed to perform and what actions Buyer must take in order to so perform, and further specifying that Seller intends to declare its obligations under paragraph 9.6.2 of this Agreement terminated, unless Buyer commences to so comply with such requirements as specified in the written notice within ten (10) days of Buyer's receipt of such written notice and, to the extent such failure cannot be remedied within such ten (10) day period, shall diligently cure such failure as quickly as reasonably possible. In the event of any dispute(s) between Buyer and Seller concerning Buyer's alleged failure to fully and timely perform and observe each and all of its agreements in paragraph 9.6.1 (including without limitation fully and reasonably cooperating with Seller's defense of and/or response(s) to any such indemnified matter(s)), such

dispute(s) shall be resolved by the arbitration/reference provisions of paragraph 15 hereof.

5. Seller agrees that it shall remove (at Seller's sole cost) a certain monitoring well which is currently located near the middle of Parcel 5 of the Property, on or before five (5) business days after Close of Escrow, if any.

6. Buyer shall have until 45 days after Closing to deliver to Seller Buyer's conceptual plans for site planning and landscaping of the Property, pursuant to Agreement Section 1.4. Furthermore, Buyer's deadlines to commence construction as described in Agreement Section 1.3 shall be extended by one day for each day that Buyer is prevented from commencing construction of Buyer's Improvements due to the Required Remediation or remediation (if any) of migrated contamination under the Property by the sources of such migrated contamination.

7. Buyer and Seller acknowledge and agree that time is of the essence under the Agreement, and especially as regards the Closing Date. Buyer acknowledges and agrees that Seller shall be under absolutely no obligation to enter into any further extension(s) or modification(s) of the Agreement.

8. Except as expressly modified hereby, each, every and all terms and conditions of the Agreement shall continue in full force and effect. In the event of any

express conflict between the terms of the Agreement and the terms hereof, the terms hereof shall prevail.

Dated as of January __, 2000

SELLER:

BOEING REALTY CORPORATION, a
California corporation

By _____

Its _____

BUYER:

Jackson Yang

Julie Yang

Jan-25-00 14:53

DJ. BOEING REALTY CORP. IN

412007-000 F.B.I.

express conflict between the terms of the Agreement and the terms hereof, the terms
hereof shall prevail.

Dated as of January 30, 2000

SELLER

BOEING REALTY CORPORATION, a
California corporation

By 

Its

Philip W. Cybur
President

BUYER


Jackson Yang


Jackson Yang

EXTRAORDINARY ADULT
1/25/00 01

TOTAL 0.00

TOTAL 0.01

TOTAL P.87